



Invitation to tender for the purchase of School/Dignitary Kits.

Within the framework of the implementation of the Back 2 school project, NADEV is glad to invite you to bid for this tender. Please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by NADEV in writing before the deadline for submission of tenders, as per the NADEV schedule below. NADEV will reply to bidders' questions all at once.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your complete tender documents at the address specified in the Instructions to Bidders no later than the close of business on the 29th November 2023, as stated in the bid notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

This ITB document contains the following:

- ✓ This cover Letter
- ✓ Section 2: Bid Data sheet
- ✓ Section 3: NADEV Invitation to bid general terms & conditions
- ✓ Section 4: Technical description of the Bid
- ✓ Section 5: Bidding form
- ✓ Section 6: Company Profile and Previous Experience
- ✓ Section 7: Quotation for the items
- ✓ Section 8: Suppliers Ethical Standards Declaration

Bid Data Sheet

1. BACKGROUND DATA

| | |
|---|------------------------------------|
| Contract Name: Street Child of Cameroon – NADEV Framework Agreement for the purchase of school kits | Contract Number: Back 2 school 001 |
|---|------------------------------------|

This bid is issued by NADEV (NGO Street Besides HIBMAT New Lay Out Molyko,, Buea)).

Any correspondence can be addressed to the following address: NADEV Buea Or by email to: info@nadev.org

2. NADEVHEDULE & DEADLINE FOR SUBMISSION

The deadline for submission of bids is on the 29th November 2023. **Late bids will not be accepted.**

| | DATE | TIME* |
|---|----------|--------|
| Invitation to Bid release | 21.11.23 | 15h:30 |
| Deadline for request for any clarifications from NADEV | 25.11.23 | 15h:30 |
| Last date on which clarifications are issued by NADEV | 27.11.23 | 15h:30 |
| Deadline for submission of tenders (receiving date, not sending date) | 29.11.23 | 15h:30 |
| Tender opening session by NADEV | 30.11.23 | 10h:30 |
| Notification of award to the successful tenderer | 30.11.23 | 17h:30 |
| Issue of PO | 01.12.23 | 17h:30 |

All times are in the local time of Cameroon.

Please note all dates are provisional dates and NADEV reserves the right to modify this schedule.

3. MANNER OF SUBMISSION:

Please submit your bids in accordance with the requirements detailed below:

Complete sealed bid documents shall be hand delivered at NADEV Office at: NGO Street Besides HIBMAT New Lay Out Molyko,, Buea on/orbefore the due date indicated above.

4. ASSESSMENT CRITERIA

Award of the contract(s) will be based on the following:

Step 1: Administrative compliance check (min qualification criteria)

Bidders must provide evidence of the following for their bid to be considered compliant:

1. Sections 6-8 completed, signed and stamped
2. Bidder has included a copy of their valid business license and tax registration.
3. Localization plan (physical address of the company)

Step 2: Technical Evaluation& Financial Evaluation

A Technical Evaluation of all bids received will be conducted to shortlisted bidders. Criteria that will be used to evaluate and score bids will be: price quoted, experience with similar contract/supplies, lead time and readiness to negotiate

SECTION 3

NADEV Invitation to bid –General Terms & Conditions

1 NADEV SCOPE OF BID

- 1.1 The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
- 1.2 The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed

2 CORRUPT PRACTICES

- 2.1 **NADEV** requires Employees, Bidders and Contractors, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, NADEV defines, for the purposes of this provision, the terms set forth below as follows:
 - a) “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b) “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NADEV, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive NADEV of the benefits of free and open competition;
 - c) In any case where fraud or corruption is identified, NADEV will:
 - reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
 - remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
 - liaise with District Officials to report if fraudulent or corrupt practices are identified
 - terminate works
- 2.2 Any communications between a Bidder and NADEV related to matters of alleged fraud or corruption must be made in writing and addressed to the Coordinator of NADEV using the following email: info@nadev.org

3 ELIGIBLE BIDDERS

- 3.1 A Bidder shall meet the following criteria to be eligible to participate in NADEV procurement:
 - a) the bidder, at the time of bid, is not:
 - i. insolvent;
 - ii. in receivership;
 - iii. bankrupt; or
 - iv. being wound up
 - b) the bidder’s business activities have not been suspended;
 - c) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
 - d) The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid. A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of NADEV regarding this bidding process

- 3.2 A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform NADEV.
- 3.3 NADEV reserves the right to refuse a bid at any time if the bidder or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral human resources practices, including but not limited to: child labour, discrimination, non-freedom of association, non- payment of the legal national minimum wage, and forced labour or conducts any activity which is contrary to the objectives of the UEFA Children Foundation.

4 JOINT VENTURES, CONSORTIA AND ASSOCIATIONS

Bids submitted by a joint venture, consortium or association of two or more firms as partners will only be accepted in exceptional circumstances.

5 ONE BID PER BIDDER PER WORK

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

6 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and NADEV shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7 INSPECTION

NADEV is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NADEV, the Donor or any organization or person mandated by it, to premises belonging to vendors or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract

8 OBTAINING AND COMPLETING BIDDING DOCUMENTS

- 8.1 Bidders who did not obtain the Bidding Document directly from NADEV will be rejected during evaluation. Where a Bidding Document is obtained from NADEV on a Bidder's behalf, the Bidder's name must be registered with NADEV at the time of issue.
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

9 CLARIFICATION OF BIDDING DOCUMENT

A prospective Bidder requiring any clarification of the Bidding Document shall contact NADEV in writing. NADEV office will respond in writing to any request for clarification before the deadline for clarification of bids. NADEV shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source.

10 AMENDMENT OF BIDDING DOCUMENT

- 10.1 At any time prior and until 48 hours prior to the deadline for submission of bids, NADEV may amend or cancel the Bidding Document by informing the bidders in writing.
- 10.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account

in preparing their bids, NADEV can, at her discretion, extend the deadline for the submission of bids.

11 LANGUAGE OF BID

- 11.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.
- 11.2 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12 DOCUMENTS COMPRISING THE BID

- 12.1 The bid submitted by the Bidder shall comprise the following:
 - Legal company documents and banking details of bidder.
 - Price quotation for the items described including lead time
 - Company Profile and Previous experience
 - Signed and stamped Supplier Ethical Standards Declaration.
- 12.2 All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13 SEALING AND MARKING OF THE BID

- 13.1 The Bidder shall enclose the bid for each contract in a plain envelope securely sealed
- 13.2 The envelopes shall:
 - (a) be addressed to NADEV office, in the location specified above
 - (b) bear the Contract number
 - (c) **no other markings should be on the envelope**
- 13.3 If all envelopes are not sealed and marked as required, NADEV will reject the bid.

14 CONFIDENTIALITY

- 14.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.
- 14.2 Any effort by a Bidder to influence NADEV in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 14.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact NADEV on any matter related to the bidding process, it should do so in writing.

SECTION 4

SERVICE Technical description of the bidTENDER

PURPOSE AND EXPECTED RESULTS: A) School kit

| S/N | ITEM | SPECIFICATIONS | QTY |
|-----|--------------------|---|------|
| 1 | School bags | Normal | 2700 |
| 2 | Exercise books | 80 leaves plain and square | 2700 |
| 3 | Pens | Red and blue | 2700 |
| 4 | Rulers | Plastic | 2700 |
| 5 | Eraser | Normal | 2700 |
| 6 | Sharpeners | Normal | 2700 |
| 7 | Drawing books | Normal | 2700 |
| 8 | Hand writing books | Normal | 2700 |
| 9 | Pencils | Normal | 2700 |
| 10 | Color pencils | Normal | 2700 |
| 11 | Uniforms | Normal (Size and Colour to be indicated) | 1300 |
| 12 | School shoes | Rubber/canvas (sizes to be indicated) | 2700 |
| 13 | Water bottles | Plastic | 2700 |

B) Content of a Dignity kit for adolescents (600)

1. Sanitary towel(4packs)
2. Panty liner(4packs)
3. Towel (large towel & small face towel)
4. 3 dozen shaving sticks
5. 2kg detergent
6. 5bars of soap(savon)
7. 1 pack of 8 pieces of Comb
8. Packaging material ("Medium size Ghana must go bag")
9. Medium size mirror
10. 1pack cotton bud
11. 1 pair bathroom slippers(universal size)
12. 2dozens toilet roll (tissue paper)
13. 1 packet facemask

SECTION 5 BIDDING FORM

Please provide information against each requirement.

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

1. Bidder's general business details

a) General information

| | |
|--|--|
| Company name: | |
| Any other trading names of company: | |
| Registered name of company (if different): | |
| Nature of primary business/trade: | |
| Primary contact name: | |
| Job title: | |
| Phone: | |
| Email: | |
| Registered Address: | |
| Business licence number: | |
| Country of registration | |
| Registration date: | |
| Expiry date: | |
| Legal status of company (eg. Partnership, private limited company, etc.) | |

b) Owners/Managers

Please fill in the below table with the full names and the year of birth of the company's owner(s) and manager(s)*:

| Full name | Year of birth |
|-----------|---------------|
| | |
| | |
| | |
| | |

** Please note this information is necessary in order to conduct the vetting procedure referred to in the Bid-General Terms and Conditions.*

c) Employees

Please list the employee who would be involved with NADEV in the event of contract award:

| Employee name | Job title | Role on this supply | Phone | Email |
|---------------|-----------|---------------------|-------|-------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

d) Company bank account details:

Beneficiary name:

Beneficiary account no.:

Beneficiary Bank:

Bank branch:

SWIFT:

IBAN:

Bank address:

2. References

Please provide details of at least 3 client references whom NADEV may contact, preferably from NGOs and UN agencies, for similar related works:

| Client/company name | Contact person | Phone | Email | Contract details (works, location, size, value, etc) |
|---------------------|----------------|-------|-------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| ... | | | | |

3. Confirmation of Bidder's compliance

We, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The following documents are included in our **Bid: (please indicate which documents are included).**

| Documents |
|-----------|
| |
| |
| |

| |
|--|
| |
| |

We understand that NADEV is not bound to accept the lowest, or indeed any bid, received.
We agree that NADEV may verify the information provided in this form itself or through a third party as it may deem necessary.

We confirm that NADEV may in its consideration of our offer, and subsequently, rely on the statements made herein.

| | |
|---------------------|------------------|
| Name of Signatory: | Tel N°: |
| Title of Signatory: | Name of Company: |
| Signature & stamp: | Date of Signing: |
| | Address: |

SECTION 7
COMPANY PROFILE AND PREVIOUS EXPERIENCE

The Bidder is requested to:

1. Submit the **Company Profile**
2. Complete the following **Previous Experience Table** listing the work or contracts undertaken in the past 3 years similar to the one required under this contract
3. Please be informed that NADEV reserves the right to request evidence at any point of this tender to support any claims made here.

| # | Name of the client | Amount of procurement made | No of contracts completed | Date | Comments |
|-----|--------------------|----------------------------|---------------------------|------|----------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| ... | | | | | |

NOTE: The list shouldn't be limited to this Form in regards to the number of works reported. A comprehensive list of the last 3 years' experience has to be submitted adapting the Form to the necessary rows.

NADEV may conduct reference checks for previous contracts completed

SECTION 9

SUPPLIER'S ETHICAL STANDARDS DECLARATION

NADEV as a humanitarian organization expects its suppliers and contractors to have high ethical standards. Any organization supplying goods to NADEV valued at over 10,000 USD (or equivalent) in one year must sign this declaration. This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.

NADEV staff may perform spot checks to verify that these standards are adhered to. Should NADEV deem that the supplier fails to meet, or is not taking appropriate steps to meet, these standards, any and all contracts and agreements with NADEV may be terminated.

Anyone doing business with NADEV shall as a minimum;

1. Comply with all laws and regulations in effect in the country or countries of business;
2. Meet the ethical standards as listed below; or
3. Positively agree to the standards and be willing to implement changes in their organisation.

1. Anti-corruption and suppliers compliance with laws and regulations:

- 1.1. The supplier confirms that it is not involved in any form of corruption.
- 1.2. Where any potential conflict of interest exists between the supplier or any of the suppliers staff members with any NADEV staff member, the supplier shall notify NADEV in writing of the potential conflict. NADEV shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
- 1.3. The supplier will immediately notify senior NADEV management if exposed for alleged corruption by representatives of NADEV.
- 1.4. The supplier shall be registered with the relevant government authority with regard to taxation.
- 1.5. The supplier shall pay taxes according to all applicable national laws and regulations.
- 1.6. The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

2. Conditions related to the employees:

- 2.1. No workers in our company will be forced, bonded or involuntary prison workers.
- 2.2. Workers shall not be required to lodge "deposits" or identity papers with their employer and shall be free to leave their employer after reasonable notice.
- 2.3. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.4. Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
- 2.5. Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child's opportunity to complete his/ her education.
- 2.6. There shall be no NADEV discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 2.7. Measures shall be established to protect workers from sexual intrusion, threatening, insulting or exploitative behaviours, and from NADEV discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- 2.8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
- 2.9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 2.10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
- 2.11. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).

- 2.12. Workers shall be provided with at least one day off for every 7 day period.
- 2.13. All workers are entitled to a contract of employment that shall be written in a language they understand.
- 2.14. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
- 2.15. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 2.16. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
- 2.17. No Deductions from wages shall be made as a NADEV disciplinary measure.

3. Environmental conditions:

- 3.1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
- 3.2. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.
- 3.3. National and international environmental legislation and regulations shall be respected.
- 3.4. Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organisation.

DATE: _____

NAME OF SUPPLIER/COMPANY: _____

NAME OF REPRESENTATIVE: _____

SIGNATURE: _____

COMPANY STAMP: _____

Done in Buea

The 21st November 2023

Vincent Folefac Anu

CEO NADEV